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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
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11 JILL PATT, D.V.M., and LITTLE  
12 CRITTERS VET, LLC, individually and  
13 on behalf of all others similarly situated,

14 Plaintiffs,

15 v.

16 ANTECH DIAGNOSTICS, INC.

17 Defendant.  
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19 AND RELATED COUNTERCLAIMS.  
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Case No. 8:18-cv-01689-JLS (DFMx)

**STIPULATED PROTECTIVE ORDER**

1           1.     A. PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential, proprietary,  
3 or private information for which special protection from public disclosure and from use  
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
5 parties to this action hereby stipulate to and petition the Court to enter the following  
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer  
7 blanket protections on all disclosures or responses to discovery and that the protection it  
8 affords from public disclosure and use extends only to the limited information or items  
9 that are entitled to confidential treatment under the applicable legal principles. The  
10 parties further acknowledge, as set forth in Section 12.5, below, that this Stipulated  
11 Protective Order does not entitle them to file confidential information under seal; Civil  
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
13 will be applied when a party seeks permission from the court to file material under seal.  
14 The Parties hereby agree as follows:

15                     B. GOOD CAUSE STATEMENT

16           This action is likely to involve trade secrets, customer and business information  
17 and other valuable research, development, commercial, financial, technical and/or  
18 proprietary information for which special protection from public disclosure and from use  
19 for any purpose other than prosecution of this action is warranted. Such confidential and  
20 proprietary materials and information consist of, among other things, confidential  
21 business or financial information, information regarding confidential business practices,  
22 or other confidential research, development, or commercial information (including  
23 information implicating privacy rights of third parties), information otherwise generally  
24 unavailable to the public, or which may be privileged or otherwise protected from  
25 disclosure under state or federal statutes, court rules, case decisions, or common law.  
26 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
27 disputes over confidentiality of discovery materials, to adequately protect information the

parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

## 2. DEFINITIONS

2.1. Action: *Jill Patt, D.V.M., et al v. Antech Diagnostics, Inc.*, Case No. 8:18-cv-01689-JLS-DFM.

2.2. Challenging Party: a Party or Non-Party that challenges a designation of information or items under this Order.

2.3. “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4. “HIGHLY CONFIDENTIAL” Information or Items: extremely sensitive “‘CONFIDENTIAL’ Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.5. Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.6. Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

2.7. Disclosure or Discovery Material: all items or information, regardless

1 of the medium or manner in which it is generated, stored, or maintained (including,  
2 among other things, testimony, transcripts, and tangible things), that are produced or  
3 generated in disclosures or responses to discovery in this matter.

4           2.8.       Expert: a person with specialized knowledge or experience in a matter  
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
6 expert witness or as a consultant in this Action.

7           2.9.       House Counsel: attorneys who are employees of a party to this Action.  
8 House Counsel does not include Outside Counsel of Record or any other outside counsel.

9           2.10.      Non-Party: any natural person, partnership, corporation, association,  
10 or other legal entity not named as a Party to this action.

11           2.11.      Outside Counsel of Record: attorneys who are not employees of a  
12 party to this Action but are retained to represent or advise a party to this Action and have  
13 appeared in this Action on behalf of that party or are affiliated with a law firm which has  
14 appeared on behalf of that party, and includes support staff.

15           2.12.      Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18           2.13.      Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20           2.14.      Professional Vendors: persons or entities that provide litigation  
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
23 their employees and subcontractors.

24           2.15.      Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL.”

26           2.16.      Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.

1           3.     SCOPE

2           The protections conferred by this Stipulation and Order cover not only Protected  
3 Material (as defined above), but also (1) any information copied or extracted from  
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
5 Material; and (3) any testimony, conversations, or presentations by Parties or their  
6 Counsel that might reveal Protected Material. However, the protections conferred by this  
7 Order do not cover information that is in the public domain at the time of disclosure to a  
8 Receiving Party or becomes part of the public domain after its disclosure to a Receiving  
9 Party as a result of publication not involving a violation of this Order.

10          Any use of Protected Material at trial shall be governed by the orders of the trial  
11 judge. This Order does not govern the use of Protected Material at trial.

12          4.     DURATION

13          Even after final disposition of this litigation, the confidentiality obligations  
14 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in  
15 writing or a court order otherwise directs. Final disposition shall be deemed to be the  
16 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;  
17 and (2) final judgment herein after the completion and exhaustion of all appeals,  
18 rehearings, remands, trials, or reviews of this Action, including the time limits for filing  
19 any motions or applications for extension of time pursuant to applicable law.

20          5.     DESIGNATING PROTECTED MATERIAL

21               5.1.   Exercise of Restraint and Care in Designating Material for Protection.

22          Each Party or Non-Party that designates information or items for protection under  
23 this Order must take care to limit any such designation to specific material that qualifies  
24 under the appropriate standards. The Designating Party must designate for protection  
25 only those parts of material, documents, items, or oral or written communications that  
26 qualify so that other portions of the material, documents, items, or communications for  
27 which protection is not warranted are not swept unjustifiably within the ambit of this

1 Order.

2 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
3 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
4 to unnecessarily encumber the case development process or to impose unnecessary  
5 expenses and burdens on other parties) may expose the Designating Party to sanctions.

6 The designation of material as “HIGHLY CONFIDENTIAL” will not be used  
7 when the “CONFIDENTIAL” designation clearly protects the interest of the Designating  
8 Party, and all “HIGHLY CONFIDENTIAL” designations will be closely scrutinized.

9 If it comes to a Designating Party’s attention that information or items that it  
10 designated for protection do not qualify for protection, that Designating Party must  
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.

12 5.2. Manner and Timing of Designations. Except as otherwise provided in  
13 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
14 or ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
15 must be clearly so designated before the material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic  
18 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),  
19 that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter  
20 “CONFIDENTIAL legend”) or “HIGHLY CONFIDENTIAL” (hereinafter, “HIGHLY  
21 CONFIDENTIAL legend”), to each page that contains protected material. If only a  
22 portion or portions of the material on a page qualifies for protection, the Producing Party  
23 also must clearly identify the protected portion(s) (e.g., by making appropriate markings  
24 in the margins).

25 A Party or Non-Party that makes original documents available for inspection need  
26 not designate them for protection until after the inspecting Party has indicated which  
27 documents it would like copied and produced. During the inspection and before the

1 designation, all of the material made available for inspection shall be deemed  
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” After the inspecting Party has  
3 identified the documents it wants copied and produced, the Producing Party must  
4 determine which documents, or portions thereof, qualify for protection under this Order.  
5 Then, before producing the specified documents, the Producing Party must affix the  
6 appropriate legend (“CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL  
7 legend”) to each page that contains Protected Material. If only a portion or portions of  
8 the material on a page qualifies for protection, the Producing Party also must clearly  
9 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

10 (b) for testimony given in depositions, the Designating Party shall  
11 identify the Disclosure or Discovery Material that constitutes Protected Material on the  
12 record before the close of the deposition whenever possible, but a party may designate  
13 portions of the deposition as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”  
14 within fourteen (14) days after receipt of the deposition transcript. The originals and all  
15 copies of the deposition transcript must bear the appropriate legend (“CONFIDENTIAL  
16 legend” or “HIGHLY CONFIDENTIAL legend”).

17 (c) While Protected Material is being used at a deposition, no person to  
18 whom the Protected Material may not be disclosed under this Order shall be present.

19 (d) While Protected Material is being used at a hearing or other  
20 proceeding, either Party may request that the courtroom be closed. The use of a  
21 document as an exhibit at a deposition shall not in any way affect its designation as  
22 “CONFIDENTIAL” OR “HIGHLY CONFIDENTIAL.”

23 (e) for information produced in some form other than documentary and  
24 for any other tangible items, that the Producing Party affix in a prominent place on the  
25 exterior of the container or containers in which the information is stored the appropriate  
26 legend (“CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL legend.”) If only a  
27 portion or portions of the information warrants protection, the Producing Party, to the

1 extent practicable, shall identify the protected portion(s).

2       5.3. Inadvertent Failures to Designate. An inadvertent failure to designate  
3 qualified information or items does not, standing alone, waive the Designating Party's  
4 right to secure protection under this Order for such material. If a Party or Non-Party  
5 discovers that it has inadvertently failed to designate "CONFIDENTIAL" or "HIGHLY  
6 CONFIDENTIAL" Information, it has the right to make that designation by notifying all  
7 other parties in writing of its designation within fourteen (14) days of discovering that it  
8 has failed to designate "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL"  
9 Information. Upon receipt of such notice, all other parties must make reasonable efforts  
10 to assure that the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" Information is  
11 treated in accordance with the provisions of this Order.

## 12       6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13       6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
14 designation of confidentiality at any time that is not prohibited by the Court's Scheduling  
15 Order.

16       6.2. Meet and Confer. The Challenging Party shall initiate the dispute  
17 resolution process over the designation of "CONFIDENTIAL" or "HIGHLY  
18 CONFIDENTIAL" Information under Local Rule 37-1 *et seq.* The Challenging Party  
19 shall provide written notice ("Challenge Notice") of each designation it is challenging  
20 (the "Challenged Material") and describe the basis for each challenge. This Challenge  
21 Notice shall identify each issue in dispute, shall state briefly with respect to each such  
22 issue the moving party's position (and provide any legal authority which the moving  
23 party believes is dispositive of the dispute as to that issue/request), and specify the terms  
24 of the order to be sought. To avoid ambiguity as to whether a challenge has been made,  
25 the Challenge Notice must recite that the challenge to the Challenged Material is being  
26 made in accordance with this Protective Order. The Designating Party or its counsel  
27 shall thereafter, within ten (10) calendar days, respond to such challenge in writing by

1 either: (i) agreeing to remove the designation; or (ii) stating the reasons for such  
 2 designation and shall attempt to resolve each challenge in good faith through a  
 3 conference of counsel. Counsel may agree to reasonable extensions.

4 6.3. Judicial Intervention. If the parties cannot resolve a challenge without  
 5 Court intervention, the Challenging Party shall initiate the joint stipulation process as the  
 6 moving party pursuant to Local Rule 37-2 *et seq.* The burden of persuasion with respect  
 7 to any such application made under Local Rule 37-2 concerning the propriety of the  
 8 confidentiality designation shall remain upon the Producing Party. Until the ruling on the  
 9 dispute becomes final, the Challenging Party shall continue to afford the material in  
 10 question the level of protection to which it is entitled under the Producing Party's  
 11 designation.

12 Unless a prompt challenge to a Producing Party's confidentiality designation is  
 13 necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or  
 14 a significant disruption or delay of the litigation, a Party does not waive its right to  
 15 challenge a confidentiality designation by electing not to mount a challenge promptly  
 16 after the original designation is disclosed.

## 17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1. Basic Principles. A Receiving Party may use Protected Material that  
 19 is disclosed or produced by another Party or by a Non-Party in connection with this  
 20 Action only for prosecuting, defending, or attempting to settle this Action. Such  
 21 Protected Material may be disclosed only to the categories of persons and under the  
 22 conditions described in this Order. When the Action has been terminated, a Receiving  
 23 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party at a location  
 25 and in a secure manner that ensures that access is limited to the persons authorized under  
 26 this Order.

27 Nothing in this Order will bar Counsel from rendering advice to their clients with

1 respect to this litigation and, in the course thereof, relying upon any information  
2 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” provided that the  
3 contents of the information must not be disclosed to those not authorized by this Order.

4 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
7 only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
9 well as employees of said Outside Counsel of Record to whom it is reasonably necessary  
10 to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of  
12 the Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the Court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and Professional  
19 Vendors to whom disclosure is reasonably necessary for this Action and who have signed  
20 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (g) the author or recipient of a document containing the information or a  
22 custodian or other person who otherwise possessed or knew the information;

23 (h) potential or actual witnesses in the Action to whom disclosure is  
24 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be  
25 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
26 Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal  
27 Protected Material may be separately bound by the court reporter and may not be

disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3. Disclosure of “HIGHLY CONFIDENTIAL” Information or Items:

Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL” only to:

(a) The Receiving Party’s Outside Counsel of record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

(b) No more than two members of the Receiving Party’s House Counsel and their staff (1) to whom disclosure is reasonably necessary for this action and (2) who have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

(c) Experts of the Receiving Party (1) to whom disclosure is reasonable necessary for this litigation (2) who have signed the “Acknowledgement and Agreement to be Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph

7.4(a), below, have been followed;

(d) The Court and its personnel;

(e) Court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(g) Potential or actual witnesses in the Action (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) following written notice to the Producing Party, at least seven days prior to any disclosure to the witness, of the witness’s name,

1 current employer and city and state of the witness's residence. Pages of transcribed  
2 deposition testimony or exhibits to depositions that reveal Protected Material may be  
3 separately bound by the court reporter and may not be disclosed to anyone except as  
4 permitted under this Stipulated Protective Order, and

5 (h) Any mediator or settlement officer, and their supporting personnel,  
6 mutually agreed upon by any of the parties engaged in settlement discussions.

7 7.4. Procedures for Approving or Objecting to Disclosure of "HIGHLY  
8 CONFIDENTIAL" Information or Items to Experts:

9 (a) Unless otherwise ordered by the Court or agreed to in writing by the  
10 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order)  
11 any information or item that has been designated "HIGHLY CONFIDENTIAL" pursuant  
12 to paragraph 5 first must provide written notice to the Designating Party that (1) sets forth  
13 the full name of the Expert and the city and state of his or her primary residence, (2)  
14 attaches a copy of the Expert's current resume, (3) identifies the Expert's current  
15 employer, and (4) identifies each person or entity by whom the Expert is currently  
16 retained.

17 (b) A Party that provides the information specified in the preceding respective  
18 paragraphs may disclose the subject Protected Material to the identified Expert unless,  
19 within seven days of delivering the request, the Party receives a written objection from  
20 the Designating Party. Any such objection must set forth in detail the grounds on which  
21 it is based.

22 (c) A Party that receives a timely written objection must meet and confer with  
23 the Designating Party (through direct voice to voice dialogue) to try to resolve the matter  
24 by agreement within seven days of the written objection. If no agreement is reached, the  
25 Party objecting to the disclosure to the Expert may file a motion as provided in Civil  
26 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking  
27 permission from the Court to prevent the Expert from reviewing the specified

information. Any such motion must describe the circumstances with specificity, set forth in detail the reasons why the disclosure to the Expert should be refused and assess the risk of harm that the disclosure would entail. In addition, any such motion must be accompanied by a competent declaration describing the parties' efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer discussions) and setting forth the reasons advanced by the Designating Party for its refusal. In any such proceeding, the Party opposing the disclosure to the Expert shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" that Party must:

- (a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the

1 Designating Party's permission. The Designating Party shall bear the burden and  
2 expense of seeking protection in that court of its confidential material and nothing in  
3 these provisions should be construed as authorizing or encouraging a Receiving Party in  
4 this Action to disobey a lawful directive from another court.

5 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
6 PRODUCED IN THIS LITIGATION

7 (a) The terms of this Order are applicable to information produced by a Non-  
8 Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY  
9 CONFIDENTIAL" Such information produced by Non-Parties in connection with this  
10 litigation is protected by the remedies and relief provided by this Order. Nothing in these  
11 provisions should be construed as prohibiting a Non-Party from seeking additional  
12 protections.

13 (b) In the event that a Party is required, by a valid discovery request, to produce  
14 a Non-Party's confidential information in its possession, and the Party is subject to an  
15 agreement with the Non-Party not to produce the Non-Party's confidential information,  
16 then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party  
18 that some or all of the information requested is subject to a confidentiality agreement  
19 with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated  
21 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
22 specific description of the information requested; and

23 (3) make the information requested available for inspection by the Non-  
24 Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this court within 14  
26 days of receiving the notice and accompanying information, the Receiving Party may  
27 produce the Non-Party's confidential information responsive to the discovery request. If

1 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
2 information in its possession or control that is subject to the confidentiality agreement  
3 with the Non-Party before a determination by the Court. Absent a court order to the  
4 contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
5 court of its Protected Material.

6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has  
8 disclosed Protected Material to any person or in any circumstance not authorized under  
9 this Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
10 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to  
11 retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
12 persons to whom unauthorized disclosures were made of all the terms of this Order, and  
13 (d) request such person or persons to execute the “Acknowledgment and Agreement to  
14 Be Bound” that is attached hereto as Exhibit A. If a non-Designating Party has actual  
15 knowledge that “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” Information is  
16 being used or possessed by a person not authorized to use or possess that material,  
17 regardless of how the material was disclosed or obtained by such person, the Party shall  
18 provide immediate written notice of the unauthorized use or possession to the Party or  
19 Designating Party whose material is being used or possessed. No Party shall have an  
20 affirmative obligation to inform itself regarding such possible use or possession.

21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
22 PROTECTED MATERIAL

23 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
24 produced material is subject to a claim of privilege or other protection, the obligations of  
25 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
26 This provision is not intended to modify whatever procedure may be established in an e-  
27 discovery order that provides for production without prior privilege review. Pursuant to

1 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the  
2 effect of disclosure of a communication or information covered by the attorney-client  
3 privilege or work product protection, the parties may incorporate their agreement in the  
4 stipulated protective order submitted to the Court.

5 12. MISCELLANEOUS

6 12.1. Right to Further Relief. Nothing in this Order abridges the right of any  
7 person to seek its modification by the Court in the future.

8 12.2. Right to Assert Other Objections. By stipulating to the entry of this  
9 Protective Order no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed in this  
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
12 ground to use in evidence of any of the material covered by this Protective Order.

13 12.3. Reservations. Entering into, agreeing to or complying with the  
14 provisions of this Order shall not: (1) operate as admission that any particular material  
15 contains Protected Material; or (2) prejudice any right to seek a determination by the  
16 Court (a) whether particular material should be produced, or (b) if produced, whether  
17 such material should be subject to the provisions of this Order.

18 12.4. Rights to Inspect Certificates (Exhibit A). Unless otherwise provided  
19 herein, except in the event of a good-faith claim of violation of this Order, the Parties  
20 agree not to request copies of the certificates (attached hereto in their unexecuted form as  
21 Exhibit A) or to determine the identities of the persons signing them.

22 12.5. Filing Protected Material. A Party that seeks to file under seal any  
23 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
24 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
25 Protected Material at issue. If a Party's request to file Protected Material under seal is  
26 denied by the Court, then the Receiving Party may file the information in the public  
27 record unless otherwise instructed by the Court.

1           13. FINAL DISPOSITION

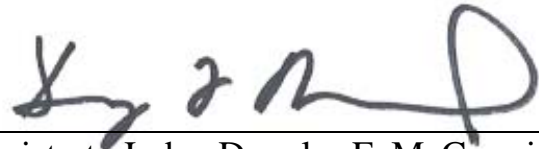
2           After the final disposition of this Action, as defined in paragraph 4, within 90 days  
3 of a written request by the Designating Party, each Receiving Party must return all  
4 Protected Material to the Producing Party or destroy such material. As used in this  
5 subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
6 summaries, and any other format reproducing or capturing any of the Protected Material.  
7 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
8 a written certification to the Producing Party (and, if not the same person or entity, to the  
9 Designating Party) by the 90 day deadline that (1) identifies (by category, where  
10 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that  
11 the Receiving Party has not retained any copies, abstracts, compilations, summaries or  
12 any other format reproducing or capturing any of the Protected Material.

13           Notwithstanding this provision, Counsel are entitled to retain an archival copy of  
14 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
15 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
16 consultant and expert work product, even if such materials contain Protected Material.  
17 Any such archival copies that contain or constitute Protected Material remain subject to  
18 this Protective Order as set forth in Section 4 (DURATION).

19           14. Any violation of this Order may be punished by any and all appropriate  
20 measures including, without limitation, contempt proceedings and/or monetary sanctions.

1           FOR GOOD CAUSE SHOWN, THE PARTIES' STIPULATED PROTECTIVE  
2 ORDER IS GRANTED. IT IS SO ORDERED.

3  
4 Dated: August 28, 2020

A handwritten signature in dark ink, appearing to read 'Douglas F. McCormick', is written over a horizontal line.

Magistrate Judge Douglas F. McCormick  
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
 have read in its entirety and understand the Stipulated Protective Order that was issued by  
 the United States District Court for the Central District of California on [date] in the case  
 of *Jill Patt, D.V.M., et al v. Antech Diagnostics, Inc.*, Case No. 8:18-cv-01689-JLS-DFM.  
 I agree to comply with and to be bound by all the terms of this Stipulated Protective Order  
 and I understand and acknowledge that failure to so comply could expose me to sanctions  
 and punishment in the nature of contempt. I solemnly promise that I will not disclose in  
 any manner any information or item that is subject to this Stipulated Protective Order to  
 any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
 the Central District of California for the purpose of enforcing the terms of this Stipulated  
 Protective Order, even if such enforcement proceedings occur after termination of this  
 action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and telephone  
 number] as my California agent for service of process in connection with this action or  
 any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_